

**ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AMES RESEARCH CENTER
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
ON BEHALF OF ITS BERKELEY CAMPUS
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. SAA2-403507
(ANNEX NUMBER ONE)**

ARTICLE 1. PURPOSE

The purpose of this Annex is to jointly conduct a series of focused workshops and symposium between the Parties in support of the Partner's development of an aerospace academic programs and to identify areas of mutual interest in aerospace research goals for future collaborative efforts. Such activities will be documented in future Annexes and may include joint research, proposals, scientific publications, STEM internships, and visiting researcher roles, to be aligned with NASA Strategic Goals and missions.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)).

ARTICLE 2. RESPONSIBILITIES

A. NASA ARC will use reasonable efforts to:

1. Develop, jointly with the Partner, the aerospace research agenda topics that meet the objectives of the symposium/workshop and select appropriate speakers and participants to address agreed- upon topic areas relevant to mutual goals in aerospace research.
2. If NASA determines that the symposium/workshop(s) are appropriate to be held at Moffett Field, then NASA will provide, at its own expense, the event facilities for the event, including logistics staffing support such as janitorial and technical support to operate NASA's audio-visual equipment.
3. Develop and staff demonstrations of relevant NASA aerospace research and testing facilities and tools for the symposium/workshops.
5. Coordinate press releases and other outreach efforts with UCB, consistent with the terms of the Umbrella Agreement, including the "Use of NASA Emblem" and "Disclaimer of Endorsement" clauses.
6. Provide information of NASA security requirements to the Partner, for the Partner to comply with all security requirements for foreign national access to NASA facilities.

B. Partner will use reasonable efforts to:

1. Develop, jointly with NASA, the agenda topics that meet the objectives of the workshop/symposium and select appropriate speakers and participants to address agreed-upon topic areas.
2. Invite and coordinate speakers/presenters as agreed-upon with NASA.
3. If the Parties determine that symposium/workshop(s) are appropriate to be held at UCB, then UCB will provide and arrange, at its own expense, on-site accommodations, including logistics staffing support such as janitorial and technical support for audio-visual equipment on UCB campus.
4. Comply with all NASA security policies and access requirements and provide to NASA for access to NASA facilities: a list of attendees, including the identification of foreign entities (e.g. individuals and entities) and their nationalities. Such submissions shall be made as soon as possible for foreign national badging information.
5. Provide, at its own expense, on-site participant administrative support (e.g. printed communication materials, participant badges, participant registration tracking) throughout the symposium/workshops as necessary.
6. Comply with policy requirements involving the use of NASA's event facilities and all safety requirements associated with event execution at NASA facilities for the symposium, including any scheduled tours of relevant NASA research and testing facilities and tools.

ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in the "Responsibilities" Article are as follows:

Milestone	Estimated Completion Date
Selection of first workshop topic	Four (4) months after execution of Annex
Execute first workshop	Seven (7) months after execution of Annex
Selection of second workshop and/or symposium	Eight (8) months after execution of Annex
Execute second workshop or symposium	Ten (10) months after execution of Annex
Selection of third workshop and/or symposium	Eleven (11) months after execution of Annex

Execute third workshop/symposium	Thirteen (13) months after execution of Annex
Selection of fourth workshop and/or symposium	Fourteen (14) months after execution of Annex
Execute fourth workshop/symposium	Fifteen (15) months after execution of Annex

ARTICLE 4. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one year.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.

1. Background Data:

The Disclosing Party's Background Data, if any, will be identified in a separate technical document.

2. Third Party Proprietary Data:

The Disclosing Party's Third-Party Proprietary Data, if any, will be identified in a separate technical document.

3. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.

4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement:

None

ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the Effective Date, whichever comes first, unless such term exceeds the duration of the

Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 7. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 8. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Management Points of Contact

NASA Ames Research Center

Mike O'Neil
Agreements Manager
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Angela R. Ford
Associate Director
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Technical Points of Contact

NASA Ames Research Center

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University of California at Berkeley

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510- 642-3214
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ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 10. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

**NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
AMES RESEARCH CENTER**

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA,
ON BEHALF OF ITS BERKELEY
CAMPUS**

BY: _____
Eugene L. Tu
Director

BY:  _____
Angela R. Ford
Associate Director

DATE: _____

DATE: _____ February 15, 2022